



Republic of Philippines
D EPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (02) 632-13-61, Website <http://www.deped.gov.ph>



PROJECT: Printing and Warehousing of Basic Education Exit Assessment (BEEA) Test Booklets and Non-Classified Materials; Printing of Scannable Answer Sheets and School Headers, Processing of Test Results and Statistical Data Output Requirements; and Delivery and Retrieval of BEEA Test Materials.

MOA NO.: 2019-11-BEA2(011AMP003)-BV-NPAA082-MOA031

MEMORANDUM OF AGREEMENT (MOA)

DEC 27 2019

THIS Agreement is made and entered into this ____ day of _____ 2019 by and between:

The DEPARTMENT OF EDUCATION, a government entity mandated by law, particularly B. P. 232 otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as "Governance of Basic Education Act of 2001" with office address at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary, **DIOSDADO M. SAN ANTONIO**, as per Department Order No. 67, s. 2016, herein referred to as "**PURCHASER**".

And

The APO PRODUCTION UNIT, INC - a government corporate entity and recognized government printer (RGP), with Corporate Powers (GICP) pursuant to Republic Act No. 101419 otherwise known as "GOCC Governance Act of 2011," with principal address at 2nd Floor, Philippine Information Agency Building (PIA), Visayas Avenue, Barangay Basra, Quezon City, represented herein by **MICHAEL J. DALUMPINES**, Chairman and President herein after referred to as the "**SERVICING AGENCY**".

PURCHASER and **SERVICING AGENCY** are collectively called "**PARTIES.**"

WITNESETH: That

WHEREAS, PURCHASER, through the Bureau of Education Assessment (BEA) is in need of supplier for the printing and warehousing of the above-mentioned project;

WHEREAS, SERVICING AGENCY submitted a Certification dated August 13, 2019 which states that: (i) it has the mandate to deliver the goods and services required by the procuring entity; (ii) it has the absorptive capacity to undertake the project; (iii) owns and has the access to the necessary tools and equipment required for the project; and, (iv) it shall not subcontract the project or any portion thereof, as provided for in Section 53.5 and Annex "H" Consolidated

DOMINIC F. TAJON
Sales and Marketing Manager
SERVICING AGENCY'S WITNESS

MICHAEL J. DALUMPINES
SERVICING AGENCY

NELIA V. BENITO
PURCHASER'S WITNESS

DIOSDADO M. SAN ANTONIO
PURCHASER

Guidelines for the Alternative Methods of Procurement, of the 2016 Revised Implementing Rules and Regulations (IRR) of R.A. 9184 on Agency-to-Agency Procurement;

WHEREAS, the services of **SERVICING AGENCY** were procured by **PURCHASER** through the Bureau of Education Assessment (BEA), under Resolution to Award No. 2019-11-BEA2(011AMP003)-BV-NPAA-082 dated 07 November 2019.

NOW THEREFORE, PREMISES CONSIDERED, the **Parties** hereby agree as follows:

I. DURATION OF ENGAGEMENT

This Agreement shall take effect immediately upon signing and end on **23 June 2020**.

II. DUTIES AND RESPONSIBILITIES

A. Of the SERVICING AGENCY

1. Shall strictly comply with the Technical Specifications. Goods and services that fail to conform to the Technical Specifications must be replaced by **SERVICING AGENCY** or make the necessary adjustments/corrections. Cost of Non-compliant goods not replaced or corrected by **SERVICING AGENCY** shall be deducted from the contract price;
2. Provide office supplies, such as pens, pencils, packing tapes, markers, plastics etc. during the accounting of the test booklets
3. Print, pack and label BEEA test booklets in accordance with the Technical Specifications;
4. Print, pack and label BEEA non-classified materials in accordance with the Technical Specifications;
5. Print, pack and label BEEA scannable answer sheets in accordance with the Technical Specifications;
6. Print, pack and label BEEA Certificates of Ratings form in accordance the Technical Specifications;
7. Provide meals, personal needs and medical care to all **PURCHASER** and **SERVICING AGENCY** quarantined personnel for the entire duration of the quarantined period or **for forty-five (45) calendar days**;

DOMINIC STAJON
Sales and Marketing Manager

SERVICING AGENCY'S WITNESS

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SERVICING AGENCY

NELIA V. BERTO
PURCHASER'S WITNESS

DIOSDADO M. SAN ANTONIO
PURCHASER

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LUJAN
Sales and Marketing Manager

SERVICING AGENCY'S WITNESS

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SERVICING AGENCY

NELIA V. BENITO
NELIA V. BENITO
PURCHASER'S WITNESS

DIOSDADO M. SAN ANTONIO
DIOSDADO M. SAN ANTONIO
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8. Provide and maintain twenty-four (24) hour communication network between **PURCHASER** and **SERVICING AGENCY** - i.e., land lines, fax machines, cellular phones and internet connection;
9. Prepare the National Allocation Summary (NAS) and Packing Guide of test booklets and answer sheets, by school, by division, and by regions;
10. Provide twenty (20) male personnel during the accounting of NCAE test booklets;
11. Provide office supplies, such as pens, pencils, packing tapes, markers, plastics etc. during the accounting of the test booklets
12. Provide three (3) months exclusive use of warehousing for BEEA test booklets, which shall commence ten (10) days after test administration;
13. Provide one (1) year exclusive warehousing in the identified warehousing for BEEA scannable answer sheets, which shall commence ten (10) days after test administration;
14. Deliver BEEA test materials in all **PURCHASER's** Division Offices Nationwide within the period as advised by BEA embodied in a notice issued for that particular purpose;
15. Retrieve BEEA materials in all **PURCHASER's** Division Offices Nationwide within the period as advised by BEA embodied in a notice issued for that particular purpose;
16. Batch, sort, account, scan and process test results of BEEA within the period as advised by BEA embodied in a notice issued for that particular purpose;
17. Deliver statistical data output requirements in electronic copies at **PURCHASER** on or before within the period as advise by BEA embodied in a notice issued for that particular purpose;
18. Implement appropriate security procedures, mechanisms, and maintain and ensure the confidentiality of the BEEA test materials during the printing, delivery, retrieval and storage period;
19. Turn-over to **PURCHASER** all documents related to the BEEA test materials.

B. Of the PURCHASER

1. Prepare and finalize the camera-ready test form and non-classified materials of Basic Education Exit Assessment (BEEA)
2. Prepare and finalize the contents and variables to be included in the BEEA scannable answer sheets and scannable school headers;
3. Furnish and/or provide **SERVICING AGENCY** with the allocation/delivery destination lists of BEEA test materials per schools, per district, per division and per region;
4. Furnish and provide **SERVICING AGENCY** with the list of complete names, addresses and contact numbers of **PURCHASER** Division Offices' personnel to receive and/or release the BEEA test materials;
5. Furnish and provide **SERVICING AGENCY** with the lists of Priority Clusters for the delivery of BEEA test materials, including mode of transportation;
6. Conduct workshop orientation to field personnel, *i.e.*, Regional Testing Coordinators, Division Testing Coordinators, School Testing Coordinators and Room Examiners;
7. Assign quarantined BEA personnel to monitor and supervise: (i) *printing, packing, labeling and releasing of test booklets and its implementation;* (ii) *implementation of security procedures and mechanisms;* and (iii) *compliance with technical specifications;*
8. Inspect, test or cause the testing of the goods delivered by **SERVICING AGENCY** at any stage of the contract - during printing of the BEEA test booklets, non-classified materials, scannable answer sheets and scannable school headers, to check or verify its conformity with technical specifications;
9. Administer BEEA in selected school nationwide;
10. Review, evaluate, verify and approve the processed test results and statistical data output requirement submitted by **SERVICING AGENCY**;

III. PURCHASER shall pay SERVICING AGENCY the agreed amount of PHILIPPINE PESOS EIGHTY-FOUR MILLION, NINE HUNDRED THIRTY THOUSAND, FOUR HUNDRED FORTY and


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00/100 (Php84,930,440.00), after submission and acceptance of all BEEA printed test materials, test administration, detailed as follows:

Package	Particulars	Quantity	Amount
1	<ul style="list-style-type: none"> • Printing of Basic Education Exit Assessment (BEEA) Test Booklets <ul style="list-style-type: none"> ▪ BEEA TB 1 ▪ BEEA TB 2 • Printing of Non-Classified Materials: <ul style="list-style-type: none"> ▪ Examiner's Handbook ▪ BEEA Forms 1,2,3,4,5,6 and 7 ▪ Room/Chief Examiner's Transmittal Report Envelope (CETRE) White Envelope ▪ Room/Chief Examiner's Transmittal Report Envelope (CETRE) Brown Envelope ▪ DEPED-BEA Sticker Tape ▪ Name Grid ▪ Board Work 	1,600,000 1,600,000 85,000 183,000 13,000 72,000 85,000 72,000 72,000	52,827,870.00
2	<ul style="list-style-type: none"> • Printing of BEEA Scannable Answer Sheets (ASs) and School Headers (SHs), Processing of Test Results and Statistical Data Output Requirements 	1,600,000 ASs1 1,600,000 ASs2 13,000 SHs 1,550,000 COR	24,387,180.00
3	Delivery and Retrieval of BEEA Test Materials	1,600,000 TBs1 1,600,000 TBs2 1,600,000 ASs1 1,600,000 ASs2 13,000 SHs 1,550,000 COR 582,000 NCMs	7,715,390.00
TOTAL			84,930,440.00

The methods and conditions of payment to be made to **SERVICING AGENCY** through the Government disbursement procedure and

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upon completion of the printing, packaging, labeling, inspection delivery and administration of the test or progress billing for every milestone of the project, shall be as follows:

1. **PURCHASER** shall initially pay **SERVICING AGENCY** fifteen percent (15%) of the agreed amount upon completion of printing BEEA answer sheets and school headers;
2. Forty-five percent (45%) upon completion of printing of BEEA Certificate of Rating Forms
3. The remaining forty percent (40%) upon completion of printing and processing of test results and statistical data requirements.

IV. SCHEDULE OF ACTIVITIES AND SUBMISSION OF OUTPUTS/DELIVERABLES

Activities and Corresponding Outputs/Deliverables	Date
Print, pack and label BEEA non-classified materials (10 calendar days)	January 6-16, 2020
Print, pack and label BEEA test booklets (45 calendar days)	January 17 - March 2, 2020
Layout/design of Basic Education Exit Assessment (BEEA) scannable answer sheets and scannable school headers (7 calendar days)	January 6-12, 2020
Print, pack and BEEA scannable answer sheets and scannable school headers (35 calendar days)	January 13 - February 17, 2010
Deliver BEEA test materials (40 calendar days)	January 28 - March 8, 2020
Administration of BEEA	March 11 and 12, 2020
Retrieve BEEA test materials (50 calendar days)	March 19 - May 8, 2020
Process BEEA test materials (80 calendar days)	March 20 - June 8, 2020
Submit BEEA statistical data output requirements	On or before June 11, 2020
Deliver BEEA Certificate of Ratings (15 calendar days)	June 8 - 23, 2020

V. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights and all BEEA printed materials, including all raw data, processed assessed data, statistical data output requirements created by this Memorandum of Agreement shall be owned by **PURCHASER**. **SERVICING AGENCY** holds **PURCHASER** free and harmless from any and all liabilities arising from copyright infringement claims and/or any other

[Signature]
DOMINGO TAJON
Sales and Marketing Manager

SERVICING AGENCY'S WITNESS

[Signature]
MICHAEL J. BALJUMPINES
SERVICING AGENCY

[Signature]
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PURCHASER'S WITNESS

[Signature]
DIOSDADO M. SAN ANTONIO
PURCHASER

intellectual property claims or suits from third parties relative to this Memorandum of Agreement.

VI. DATA PRIVACY, SECURITY AND NON-DISCLOSURE CLAUSE

SERVICING AGENCY acknowledges that this Agreement is dependent on the trust and confidence reposed on him by the **PURCHASER**. It also acknowledges that, in the course of carrying out the duties under this Agreement, it may receive documents, or become privy to confidential matters and/or sensitive discussions with or between **PURCHASER** official (the "Confidential Information"), it shall comply with the relevant provisions of the Data Privacy Act of 2012, its Implementing Rules and Regulations and pertinent circulars of the National Privacy Commission. **SERVICING AGENCY** shall not use any confidential information, or make copy, record, duplicate any document or reduce it into writing, without the prior written consent of **PURCHASER**, acquired during the term of this agreement, unless otherwise provided by law.

VII. RECTIFICATION/MODIFICATION

SERVICING AGENCY shall shoulder the expenses to rectify the error in cases of mis-labeled and/or mis-sent test materials or lacking as to the allocation list per school, per district, per division and per region.

1. Lost and/or wet test booklets, scannable answer sheets, school headers, non-classified materials **during delivery** must be replaced by **SERVICING AGENCY** and penalized accordingly without prejudice to the filing of appropriate charges against **SERVICING AGENCY**.
2. Lost and/or wet test booklets, scannable answer sheets, school headers, non-classified materials during the one (1) year warehousing - **during storage period** shall be penalized accordingly without prejudice to the filing of appropriate charges against **SERVICING AGENCY**.

Formula:

No. of Scannable Answer Sheets x Php500.00 = Amount of Deduction

VIII. AMENDMENTS

All amendments to this Agreement shall be made in writing and signed by the duly authorized representatives of the Parties, subject to the requirement for contract amendment under

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Republic Act No. 9184 and its revised Implementing Rules and Regulations (IRR).

IX. MISCELLANEOUS

PURCHASER shall have the right to engage the services of other service providers, at any time at its sole discretion, for records that have not been referred to **SERVICING AGENCY**.

PURCHASER reserves the right to amend any of the above terms and conditions upon written notice to **SERVICING AGENCY**. Such changes shall become effective and binding upon **SERVICING AGENCY** in the event it does not object or reply to such written notice within a period of ten (10) days from **SERVICING AGENCY**'s receipt of said notice.

X. TERMINATION and BREACH OF SECURITY

Breach of Security during the printing, processing and delivery and retrieval period resulting to leakage of confidential test materials or that of its contents will result to forfeiture of the entire value of the contract and termination thereof.

This Memorandum of Agreement shall also be terminated by mutual agreement of the Parties and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

XI. LIQUIDATED DAMAGES


The **SERVICING AGENCY** shall be liable for the damages for failure to deliver any or all of the goods and/or delay in its performance of the services within the period specified in this Contract and under applicable law, deduct from the contract price as liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay. **PURCHASER** shall deduct the liquidated damages from any money due or which may become due to the **SERVICING AGENCY**, or collect from any of the securities or warranties posted by the **SERVICING AGENCY**, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **PURCHASER** may rescind the Contract without prejudice to other causes of action and remedies open to it.

XII. SETTLEMENT OF DISPUTES

The **Parties** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the


DOMINIC F. TAJON
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SERVICING AGENCY

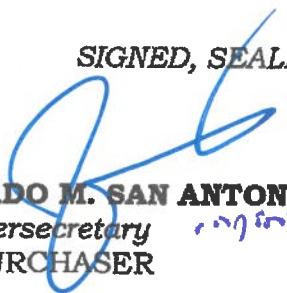

NELLA V. BENITO
PURCHASER'S WITNESS


DIOSDADO M. SAN ANTONIO
PURCHASER

Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242¹ and Executive Order No. 292.² Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


DIOSDADO M. SAN ANTONIO
Undersecretary
PURCHASER


MICHAEL J. DALUMPINES
President
SERVICING AGENCY

SIGNED IN THE PRESENCE OF:


Dr. NELIA V. BENITO, CMO IV
Director IV

PURCHASER's Witness


DOMINIC F. TAJON
Sales and Marketing Manager

SERVICING AGENCY's Witness

APPROVED BY:


LEONOR MAGTOLIS BRIONES
Secretary

27 DEC 2019

FUNDS AVAILABLE ₱84,930,440.17


MA. RHUNNA L. CATALAN
Chief Accountant

12/20/2019

₱84,930,440.17 Cont. Appns.
310100100001000 BCD 1062
ALLOTMENT AVAILABLE


SELWYN C. BRIONES
Supervising Administrative Officer
OIC, Budget Division


¹ Prescribing the Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies Between or Among Government Offices, Agencies and Instrumentalities, Including Government-Owned and Controlled Corporations, and for Other Purposes.

² Administrative Code of 1987

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY,
Philippines, this ____ day of DEC 27 2019 2019 personally appeared:

NAME	GOVERNMENT ISSUED ID <i>(Number, Issued On, Issued By)</i>
DIOSDADO M. SAN ANTONIO <i>Undersecretary</i> PURCHASER 	
MICHAEL J. DALUMPINES <i>President</i> SERVICING AGENCY	

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a MEMORANDUM OF AGREEMENT consisting of ten (10) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 230 ;
Page No. 46 ;
Book No. 134 ;
Series of 2019.

NOTARY PUBLIC


ATTY. JASON G. DE BELEN
R/N No. 39259
Adm. No. NP-006 Notary Public (2018-2019)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBPAR No. 42250802; QC 12-17-18
PTR No. 7323530; QC 1-3-19
MCLE VI-0022012; 4-14-22